possible interest in such a company. *Lipschutz* v. *Ross,* 84 N. Y. Supp. 632; *Hoyt* v. *J. E. Davis Mfg. Co.,* 98 N. Y. Supp. 1031; *Swift* v. *Platte,* 68 Kan. 1; *Schmidt* v. *Schalm,* 2 Ohio App. 268; *Purcell* v. *Degenhardt,* 202 Ill. App. 611. On the other hand, a juror who is pecuniarily interested in the outcome of the suit is disqualified. *McLaughlin* v. *Louisville Electric Light Co.,* 100 Ky. 173. See 14 MICH. L. REV. 161. So from this point of view it seems justifiable to permit questioning of jurors as to their interest in indemnity or liability companies as tending to show implied bias or as supplying information for peremptory challenges. Thus, where the attorney for the casualty company was present in court openly defending the action, it was held in Illinois that the jurors could be examined as to their relations with this company. *Iroquois Furnace Co.* v. *McCrea,* 191 Ill. 340. Under similar circumstances the same result was reached in Indiana. *Goff* v. *Kokomo Brass Works,* 43 Ind. App. 642. One case takes the extreme view that there is no object in concealing from the jury the fact that an insurance company is interested in the suit, and if juries are influenced by such information to award larger recoveries such companies should provide for this increased liability in their contracts with the insured. *M. O'Connor & Co.* v. *Gillaspy,* 170 Ind. 428. The principal case takes a middle ground and admits that the line of demarcation between proper and improper questioning is not clear, but depends upon the circumstances of each case. The examination is permissible when confined to the good faith purpose of determining the qualifications of jurors, and is objectionable only when, by the assertion and repetition of facts unnecessary for this object, it is designed to introduce immaterial and prejudicial matter. This view seems sound, and is followed by other cases. *Faber* v. *Reiss Coal Co.,* 124 Wis. 554; *Heydman* v. *Red Wing Brick Co.,* 112 Minn. 158; *Williamson* v. *Hardy* (Cal., 1920), 190 Pac. 646; *Williams-Echols Dry Goods Co.* v. *Wallace,* 142 Ark. 363.

TRUSTS—RESULTING FROM PURCHASE WITH FUNDS OF GRANTEE AND WIFE. —P and D were the sole heirs of the latter's deceased wife. D had taken a conveyance to the land in question in his own name, $9,400 of the purchase price of $10,400 being secured by the sale of the wife's lands. D afterward admitted that the land in question belonged to his wife. On a bill for declaration of trust and partition, *held,* there was a resulting trust in favor of the wife to the extent of the part of the purchase price furnished by her. *Crawford* v. *Hurst* (Ill., 1921), 132 N. E. 521.

This case represents another example of a trust resulting from contributions from several persons to the purchase price. A good many cases have tended to throw confusion into the subject by stating a requirement that the part paid must be an aliquot part of the entire purchase price. *Furber* v. *Page,* 143 Ill. 622. Just what is meant by aliquot part is by no means certain. The dictionaries indicate that it means a sum by which the entire purchase price may be divided without leaving a remainder. Such a meaning has been distinctly repudiated. In *Fleming* v. *McHale,* 47 Ill. 282, where the complainant had paid the first instalment, $300, on a total price of $1,080, it was held that the aliquot part requirement was satisfied. In

Hinshaw v. *Russell,* 280 Ill. 235, it was held that "aliquot" meant a particular fraction of the purchase price as distinguished from a general contribution to the purchase money. *Onasch* v. *Zinkel,* 213 Ill. 119, was a case of general contributions of uncertain amounts, but the distinction was not made clear. It is submitted that the real requirement is that it must be certain how much of the purchase price was furnished by the person seeking to set up the resulting trust. *Currence* v. *Ward,* 43 W. Va. 367. In the instant case the aliquot part question was not considered at all, the court laying down the broad doctrine that where two or more persons advance the purchase price and the title is taken in the name of one, a trust results and each takes an undivided share in the equitable title proportionate to the amount advanced. For a similar development in Massachusetts, see *McGowan* v. *McGowan,* 14 Gray 119, and *Skehill* v. *Abbott,* 184 Mass. 145. See 1 TIFFANY ON REAL PROPERTY, § 107; BOGERT ON TRUSTS, p. 105.